### SERIAL 05200 RFP GDACS GEOSPATIAL ADJUSTMENT PROJECT

DATE OF LAST REVISION: August 18, 2006 CONTRACT END DATE: June 30, 2007

### **CONTRACT PERIOD THROUGH JUNE 30, 2007**

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for GDACS GEOSPATIAL ADJUSTMENT PROJECT

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 22**, **2006** (**Eff 07/01/06**).

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director Materials Management

LC/mm Attach

Copy to: Clerk of the Board

Russ Heisinger, Assessors Office Marta Dent, Flood Control Rich Dymalski, OCIO

Mirheta Muslic, Materials Management



### CONTRACT PURSUANT TO RFP

SERIAL 05200-RFP

This Contract is entered into this 22nd day of June, 2006 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and RBF Consulting, an California corporation ("Contractor") for the purchase of Geospatial Adjustment Project Consulting services.

### 1.0 TERM

- 1.1 This Contract is for a term of One (1) year, beginning on the 1st day of July, 2006 and ending the 30th day of June, 2007.
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional terms up to a maximum of One (1) years, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

### 2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 2.2 Payment shall be made upon the County's receipt of a properly completed invoice. Invoices shall contain the following information: Contract number, purchase order number, and description of services.
- 2.3 INVOICES AND PAYMENTS:
  - 2.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:
    - 2.3.1.1 Company name, address and contact
    - 2.3.1.2 County bill-to name and contact information
    - 2.3.1.3 Contract Serial Number
    - 2.3.1.4 County purchase order number
    - 2.3.1.5 Invoice number and date
    - 2.3.1.6 Payment terms
    - 2.3.1.7 Date of service or delivery
    - 2.3.1.8 Quantity (number of days or weeks)
    - 2.3.1.9 Contract Item number(s)
    - 2.3.1.10 Description of Purchase (product or services)
    - 2.3.1.11 Pricing per unit of purchase
    - 2.3.1.12 Freight (if applicable)
    - 2.3.1.13 Extended price
    - 2.3.1.14 Mileage w/rate (if applicable)

- 2.3.1.15 Arrival and completion time (if applicable)
- 2.3.1.16 Total Amount Due

## Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

- 2.3.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).
- 2.3.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

### 3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in Exhibit "B."
- 3.2 The Contractor shall perform services at the location(s) and time(s) stated in Exhibit "B," or as otherwise directed in writing.
- 3.3 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

### 4.0 TERMS & CONDITIONS

### 4.1 INDEMNIFITATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of County.

### 4.2 INSURANCE REQUIREMENTS:

Contractor, at Contactor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contactor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

Contractor is required to procure and maintain the following coverages indicated by a checkmark:

### 4.2.1 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

### 4.2.2 Workers' Compensation.

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

### 4.2.3 Certificates of Insurance.

4.2.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

### 4.2.3.2 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

#### 4.5 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County Department of Materials Management Attn: Director of Purchasing 320 West Lincoln Street Phoenix, Arizona

For Contractor:

RBF Consulting Steve Ries 16605 N. 28<sup>th</sup> Ave., Suite 100 Phoenix, AZ. 85053

### 4.6 REQUIREMENTS CONTRACT:

- 4.6.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.
- 4.6.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.
- 4.6.3 Contractor agrees to accept oral cancellation of purchase orders.

### 4.7 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

### 4.8 TERMINATION FOR DEFAULT:

- 4.8.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 4.8.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.
- 4.8.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.
- 4.8.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

### 4.9 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

### 4.10 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

### 4.11 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

### 4.12 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

### 4.13 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

### 4.14 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

### 4.15 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

### 4.16 ALTERNATIVE DISPUTE RESOLUTION:

- 4.16.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:
  - 4.16.1.1 Render a decision;
  - 4.16.1.2 Notify the parties that the exhibits are available for retrieval; and
  - 4.16.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).
- 4.16.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

4.16.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

### 4.17 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

### 4.18 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

### 4.19 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

### 4.20 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

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# EXHIBIT A PRICING

SERIAL 05200-RFP	40/14/05 00/	240/50700404		
PRICING SHEET: S0737 BIDDER NAME:	RBF CON			
VENDOR #:	W000002		_	
		28th Avenue, Suite 100 Phoenix AZ	_	
BIDDER ADDRESS:	85053		_	
P.O. ADDRESS:	000 407 0	2000	_	
BIDDER PHONE #: BIDDER FAX #:	602-467-2 602-467-2		_	
COMPANY WEB SITE:		.com	_	
COMPANY CONTACT	WWW.INDI	<u></u>	_	
(REP):		Steve Ries, GISP	_	
E-MAIL ADDRESS (REP):		sries@rbf.com		
(KEP).		snes@fbl.com	_	
WILLING TO ACCEPT FO	JTURE SOL	ICITATIONS VIA EMAIL:X YES _	NO	
ACCEPT PROCUREMEN	NT CARD:	YESXNO		
INTERNET ORDERING	CAPABILITY	:YESXNO		
OTHER GOV'T. AGENCI	ES MAY US	E THIS CONTRACT:XYES	_ NO	
PAYMENT TERMS:				
NET 30	X	<u> </u>		
1.0 PRICING:				
1.0 PRICING:				
ITEM DESCRIPTION			EXT. PRICE	
1.1 PRICING				
		OST ESTIMATE TO PERFORM	Ф 05 <b>7</b> 00 00	
	SECTION	2.1 TASK LIST AND DELIVERABLES	\$ 85,700.00	
	1.1.1	Sections 2.1.1 - 2.1.3		
		Tasks 1, 2, 3		
		Deliverable #1	\$ 66,300.00	
	4.4.0	Continuo 2.4.4. 2.4.7		
	1.1.2	Sections 2.1.4 - 2.1.7 Tasks 4 - 5		
		Deliverable #2	\$ 19,400.00	
			<del>+ + + + + + + + + + + + + + + + + + + </del>	
	1.1.3	Pilot Project	\$26,500.00	
			\$112,200.00	TOTAI

### 1.2 PRICING

### **HOURLY RATES - Additional Requirements as Assigned**

Please Note Hourly Rates

Please Provide Position Titles and Applicable Hourly Rate

1.2.1	GIS Project Manager	\$ 158.00	/Hour
1.2.2	Principal	\$ 190.00	/Hour
1.2.3	GIS/Survey Analyst	\$ 95.00	/Hour
1.2.4	Discipline Manager	\$ 158.00	/Hour
1.2.5	Discipline Analyst	\$ 80.00	/Hour
1.2.6	Discipline Technician	\$ 70.00	/Hour

### EXHIBIT B SCOPE OF WORK

### 1.0 **INTENT:**

- Documentation of current business and technical processes, practices and requirements used for the maintenance of County GIS data sets that will be associated with the geospatial adjustment effort.
- Preparation of a Request For Proposal (RFP) for the procurement of contracted services for the followings purposes:
  - Geospatial adjustment of all Maricopa County GIS layers as identified in the objective statement number 1 to the North American Datum of 1983 [1992 Epoch] (NAD83 (92), International feet.
  - Produce documentation and training of the future business and technical processes required for maintenance of County GIS data sets (referenced above) in NAD83 (92), to assure an effective and efficient activity flow is followed in the future.
- Produce documentation and training for geospatial adjustment into future datums or datum realizations

### 2.0 **SCOPE OF WORK:**

The contractor will be expected to provide expertise and support in the following areas:

- Gathering Business and Technology Process, Activity, Workflow, Interaction and Transactional details to define the client requirements for a qualified conversion (geospatial adjustment) vendor.
- Defining the software, hardware, organizational and operational requirements for the geospatial adjustment of the enterprise GIS data sets.
- Defining current database structure.
- Incorporating the necessary vendor performance levels, acceptance criteria, metrics for measuring compliance, project payment points, contractual terms and conditions, final acceptance, etc. (NOTE: the County Procurement standard administrative sections for any RFP will be provided).
- Ensuring the RFP contains the implementation process for the geospatial adjustment of GIS data to GDACS.
- Defining business and technical criteria and specifications for a buy decision, including baseline, value-added and non-value-added project information,
- Defining criteria for evaluating the vendor proposals, financials, and ability to support and service, etc.
- Defining the vendor requirements to test and measure compliance for all of the requirements in the RFP, as well as the acceptance criteria for solution delivery and knowledge exchange.
- Developing a Draft Request for Proposal (RFP) to include all of the above, excluding the standard County and Materials Management terms, conditions and other standard items.
- The contractor's team shall work closely with County staff to complete the listed tasks. The County will provide employees who are knowledgeable in each of the targeted areas of work.

Involvement may include any of the following departments. (Note: GIS integration will be a factor in defining the system requirements):

- 1. Maricopa County Assessor's Office
- 2. Maricopa County Flood Control District
- 3. Maricopa County Dept. of Transportation
- 4. Maricopa County Elections Department
- 5. Maricopa County Department of Planning and Development
- 6. Maricopa County Parks and Recreation Department
- 7. Maricopa County Emergency Management
- 8. Maricopa County Environmental Services
- 9. Maricopa County Public Health
- 10. Maricopa County Sheriff's Office
- 11. Maricopa County Air Quality
- 12. Special Health Care District
- 13. Maricopa County Community Development
- 14. Maricopa County Facilities Management
- 15. Maricopa County Juvenile Probation
- 16. Maricopa County Adult Probation
- 17. Maricopa County Telecom

### 2.1 TASK LIST AND DELIVERABLES

### 2.1.1 TASK 1 – ORGANIZE THE PROJECT

Upon securing a Notice To Proceed, RBF's Project Manager, will begin discussions with the County's designated Project Manager to agree on a detailed schedule for the Staff interviews, GIS data evaluation, and agree upon deliverable due dates. Upon agreement of these issues, an updated project schedule and work plan will be delivered to the County.

The RBF Project Manager will coordinate execution of the work plan, with particular attention to the interactions between the County and RBF that are necessary to maintain the project schedule. The objectives established for the overall project in this phase will be to:

- Administer and coordinate work for timely and effective completion.
- Control resource allocation for maximum economy.
- Maintain appropriate communications.
- The work plan to be prepared by RBF will include the following sections:
- Introduction
- Project Objectives
- Assumptions
- Project Team & Contact Information
- Scope of Work & Schedule
- Risk Assessment

### 2.1.1.2 **Deliverables:**

- Project initiation meeting.
- Work plan and schedule.

### 2.1.2 TASK 2 – GATHER BASELINE CLIENT REQUIREMENTS

RBF will conduct on-site investigations and workshops of the existing GIS data, review workflows, and discuss with Staff their needs to adjust the GIS layers to the GDACS survey control and/or aerial photography. The on-site investigation will review the following:

- The present use and maintenance of the GIS layers.
- A better understanding of the requirements for departments maintaining GIS data.
- An understanding of the requirements for departments that access and use GIS data.
- Current GIS data sharing among departments and other agencies.
- Geospatial accuracy requirements by departments.
- Current database structure and needed updates.
- The process used to adjust the street centerlines.
- Geospatial adjustment process and timeline needs.
- Specification and RFP documentation formats and content.

RBF will have a team of consultants on-site to complete the GIS related workshops and interviews over several days. Being a local firm allows us to use our team of professional experts for specific discussions relating to survey and mapping accuracy, engineering requirements, and planning needs.

### 2.1.2.1 Knowledge Transfer Workshop

RBF will meet with County Staff to review the client requirements and status of the GIS layers to be included in the geospatial adjustment project in a Knowledge Transfer Workshop. Based on the RFP, the following GIS layers will be included in the geospatial adjustment project:

- Airport runways.
- Golf course boundaries.
- Public parks.
- Regional park boundaries.
- City boundaries.
- Regional lakes.
- Urban lakes.
- Parcels.
- Parcel annotation.
- Subdivision boundaries.
- Public lands.
- Railroad centerlines.
- Map ID grid.
- Sheriff Office patrol beats.
- Sheriff Office districts.
- Sheriff Office report areas.
- Countywide zoning (Assessor's Office).

• County zoning (Planning and Development).

The Knowledge Transfer Workshop provides a forum to discuss issues related to the geospatial adjustment project. A workshop setting will be used allowing the RBF Team to gather information from project participants. Participants should be representatives from the departments that create, maintain, or use the GIS layers involved in the geospatial adjustment project. RBF will work with the County's Project Manager to determine the best method to meet with all participating departments. Based on the number of participates, there may need to be several sessions to accommodate all of the departments.

We recommend a workshop approach for several reasons:

- The workshop provides an opportunity for input by the project participants and to gain a common understanding of the project requirements. The workshop also provides an avenue for Staff to share their concerns and needs.
- Geospatial adjustment is a process that requires a thorough understanding of the client needs and how County Staff intends to use the adjusted data. A workshop setting encourages not only the identification of requirements but also recognition of the processes and an understanding of the implication of decisions to be made.
- A group setting provides a forum in which ideas and requirements can be discussed and discarded without committing lengthy discussions to writing and then reviewing each alternative.

The Knowledge Transfer Workshop will result in the identification of requirements, provide an overview of existing GIS data, and identify potential data adjustment issues. Our approach to developing technical specifications and RFP documents focuses on defining client requirements. We strongly believe that a workshop approach with a clear understanding of user needs, priorities, and future requirements produces the best solution. This approach also provides a framework for a logical discussion to occur, which assists with the preparation of the geospatial adjustment specifications, acceptance criteria, RFP documents, and contractor training instruments to produce an acceptable GIS product for the County.

### 2.1.2.2 Data Gathering

After final identification of the project participants and potential interviewees, the RBF Team will develop a questionnaire for the participants. The survey forms will be forwarded to the County's Project Manager at least two weeks prior to the on-site interviews for distribution to project participants.

The survey forms are designed to collect information regarding, among other things, the following topics:

- Existing data processing resources and procedures (hardware, software, and databases).
- Existing activities using geographically referenced information.
- Current problems and difficulties in performing activities using the GIS data.
- Anticipated applications.
- Information sources and users.

Based on the County's RFP, we understand the project participants will include Staff from the following departments:

- Assessor's Office
- Flood Control District
- Department of Transportation
- Elections Department
- Planning and Development
- Parks and Recreation
- Emergency Management
- Environmental Services
- Public Health
- Sheriff's Office
- Air Quality
- Special Health Care District
- Community Development
- Facilities Management
- Juvenile Probation
- Adult Probation
- Telecom

The interviews will supplement insights gathered from the responses to the survey forms and Knowledge Transfer Workshop. Perhaps more importantly, they create an opportunity for the project participants to clearly explain their needs and requirements. The interviews will be used to gather information including:

- Existing operations and uses of GIS data.
- Workflows to, from, and through departments.
- Geospatial requirements supporting activities and applications.
- Difficulties in meeting departmental mandates.
- Levels of understanding of the geospatial adjustment among Staff.
- Industry accuracy requirements for GIS data and map products.

Approximately  $1\frac{1}{2}$  to 2 hours should be allocated for each interview.

### 2.1.2.3 Evaluate GIS Data

RBF will also obtain a copy of the GIS datasets to be included in the geospatial adjustment project. We will work with County Staff to determine the best method and amount of data needed to complete our evaluation of the existing GIS data. We will perform a technical evaluation of the GIS data to supplement the information collected during the workshops and staff interviews. Experienced GIS staff will load the data onto an RBF GIS server to perform the technical evaluation.

RBF will also use GIS, survey, and mapping trained professionals to assist with reviewing the spatial accuracy of the existing data and to identify procedures to adjust the data to GDACS and/or aerial photographs. RBF survey staff assisted the County in developing the GDACS control network and will use that knowledge to help evaluate the GIS data and to develop the

geospatial adjustment specifications. We will review different techniques and software programs to perform the geospatial adjustment. Many of our GIS, survey, and mapping staff perform data adjustments on a daily basis including:

- Adjusting data between different map projections.
- Adjusting data from grid coordinates to ground.
- Adjusting data between different datums.
- Identifying the best technical procedures to re-adjust data.
- Identifying adjustment methods to maintain accuracy tolerances.

We are also aware that the City of Peoria has performed a geospatial adjustment for the parcels within their jurisdictional limits. We understand the adjustment conducted by the City of Peoria is better than the original GIS data but still has some limitations. We will evaluate the methodology used by the City of Peoria to determine its usefulness to prepare Countywide geospatial adjustment specifications.

The data evaluation provides an opportunity to conduct a detailed analysis of the existing GIS layers. The analysis allows us to not only review each dataset but also to review the dependencies between related datasets. We will also compare the GIS datasets to the GDACS control and aerial photography. The geospatial adjustment specifications being developed in this project need to take into account the users' applications and map product requirements. The GIS data evaluation consists of:

- Reviewing the data structure
- Evaluating the spatial accuracy
- Comparing spatial precision to other datasets
- Reviewing spatial dependencies with other GIS layers
- Comparing data with GDACS control and aerial photography
- Identifying options to adjust each dataset

### 2.1.2.4 Pilot Project

RBF recommends that a pilot project be initiated to test the geospatial adjustment specifications and to review results with County Staff. Our experience has shown that a pilot project will demonstrate to County Staff what happens to the GIS data when different adjusting techniques are applied. This provides Staff with a better understanding of the process and accuracies achieved so they can determine if the adjusted data will meet their needs.

A pilot area needs to be identified, which represents the County composition. We suggest several square miles in different areas of the County be selected for pilot evaluation. The adjustment specifications should be tested on urban, suburban, and rural areas so all types of data issues are tested. The pilot also allows the acceptance criteria to be applied to the data to identify if any modifications are required prior to developing the final RFP documents.

A pilot evaluation will be conducted with County Staff to identify modifications required in the client requirements, adjustment specifications, and acceptance criteria. The pilot allows the Project Team to perform the geospatial adjustment on a small amount of data and to make modifications to the specifications and re-test if necessary so County Staff understands the process and is comfortable that the results will meet their needs.

### 2.1.3 TASK 3 – FINALIZE CLIENT REQUIREMENTS

RBF will prepare the final client requirements based on County Staff comments. RBF suggests that a workshop be conducted with the project participants to review the final client requirements. This allows County Staff and RBF to discuss and resolve any final issues with the requirements prior to releasing the RFP for adjusting the GIS data. The workshop will be approximately 2-3 hours in length and will include the key project participants. RBF and the County's Project Manager will prepare a list of issues to discuss.

The point of the workshop is to take advantage of a relatively brief period of concentrated effort to collectively work through the implications of a variety of issues relating to GIS data adjustment. We will also consider remedies to barriers stemming from technology (hardware and software), organizational, and contractual issues. RBF and the County's Project Manager will facilitate and in some cases lead the discussion. The goal of the workshop is to reach a consensus among participants as to client requirements. The workshop will conclude with a reiteration of the points of consensus reached during our on-site interviews and workshops.

Deliverables: Client Requirements

### 2.1.4 <u>DELIVERABLE 1- CLIENT REQUIREMENTS</u>

(Features, Functions, Data and Information Integration points) – Provide the client requirements defined above and categorize them into major areas of "Mandates, Health/Safety, Major Cost or Revenue, Process Improvement, and Other".

# 2.1.5 TASK 4 – PREPARE SOFTWARE, HARDWARE, VENDOR, CONTRACTUAL, AND ADMINISTRATIVE REQUIREMENTS

Based on the information collected in previous tasks, RBF will prepare the remaining technical documentation for the RFP. As stated in the RFP, the requirements for Task 4 include:

- Hardware and software.
- Vendor information.
- Contractual information.
- Administrative issues.

RBF will work with the County's Project Manager and procurement Staff to prepare these requirements in a format consistent with other County RFP's. This documentation provides prospective contractors for Phase 2 to understand other issues beside the client requirements that are important with completing the GIS data adjustment project. Separate sections will be prepared allowing prospective contractors the opportunity to understand the County's requirements but also offer an opportunity for contractors to provide innovative methods and solutions to complete the GIS data adjustment work.

RBF will prepare documentation identifying a methodology to perform the GIS data adjustment. This methodology serves as a description of the adjustment process as understood by County Staff. We will identify issues relating to specific software to be used, or more importantly, data formats.

The County uses ESRI GIS software and is in the process of updating some GIS data to ESRI's geodatabase model. We will discuss with County Staff the need to have the adjusted GIS data be delivered as coverage, shapefiles, or personal geodatabases. We

understand that the existing attributes in the existing data need to be retained and not altered to preserve the integrity of the data.

If the County elects to perform the optional pilot project recommended by RBF, we would provide prospective contractors with the methodologies tested and lessons learned during the pilot.

The majority of the sections will allow County Staff to gather the necessary information about contractor qualifications to make a judgment as to which firm understands the project and will provide the required GIS data products. We will ask prospective contractors to describe in detail their method to complete this project and also to supply information relating to:

- Detailed scope of work, schedule, and costs.
- Hardware and software to be used.
- Staff and company qualifications.
- List of similar projects completed.
- At least 3 references performing similar projects.
- List and qualifications of any subcontractors to be used.
- Resolving data issues.
- Capacity of firm to accelerate work if needed by County.
- Describe where the work will be completed.
- Contact information for the firm and Project Manager.
- Contractual concerns using County standard agreement.
- Discuss any exceptions to the RFP.

### 2.1.6 TASK 5 – PREPARE EVALUATION CRITERIA

Define evaluation criteria and apply them to the client, software, hardware, vendor, contractual requirements defined above, identifying both priorities and level of overall importance.

Based on the information collected during the client requirements tasks, RBF will prepare criteria for County Staff to evaluate prospective contractors. In the past we have used a two-part evaluation process for submitted proposals consisting of:

- Part 1 Responsiveness and Conformance with Mandatory Requirements
- Part 2 Technical Scope and Services Requirements

Part 1 of the evaluation criteria consists of reviewing issues relating to screening the proposals for responsiveness and conformance with the mandatory requirements described in the RFP. RBF suggests that a proposal checklist be developed and provided to prospective contractors. Part 1 will check to see if the items in the proposal checklist have been provided including:

- Have all items from the proposers checklist been provided.
- Does the proposal meet mandatory requirements.

If the proposal fails this screening, it shall not receive further consideration.

Part 2 evaluation criteria will continue for proposals passing the initial screening process. Proposals will then be evaluated for the following:

• Technical and functional response.

- Project approach / innovations.
- Vendor qualifications.
- Schedule.
- Agreement with County contract terms and conditions.
- Pricing.

The proposals will then be ranked based on the Part 1 and Part 2 evaluations. A weighted score can be used to identify specific points for each of the requirements. This allows Staff to place higher importance on one or more issues.

We have placed "Pricing" on the evaluation criteria but feel the selection committee should first evaluate the proposals on technical merit. Once the proposals have been ranked for technical merit, then the separate price proposals should be opened and evaluated.

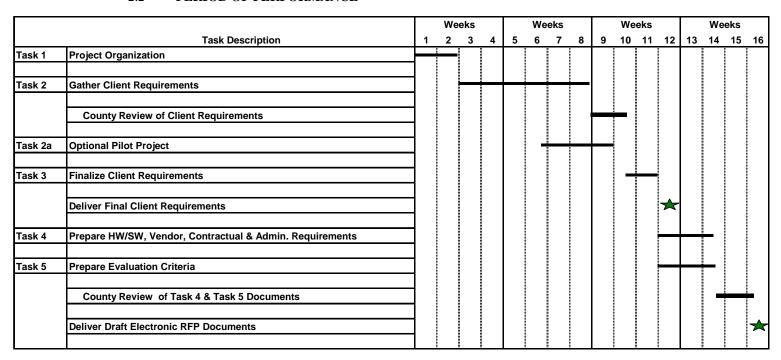
At that time the County will need to create a short list of the proposals. We suggest that three firms be shortlisted and oral interviews be conducted to make a final evaluation and selection. The oral interviews allow County Staff an opportunity to ask questions and engage the prospective contractor. It also provides contractors with an opportunity to share their similar experiences for adjusting GIS data to newly available survey control and aerial photography.

RBF will work with County Staff to determine a scoring system to evaluate proposals. The scoring system allows Staff a method to rank proposals. We also ask the evaluation team to keep notes of the items they feel are important or negative about each evaluated proposal. This will help during the group discussions about the proposals and oral interviews.

### 2.1.7 <u>DELIVERABLE 2 – DRAFT ELECTRONIC RFP</u>

Provide the client, software, hardware, vendor and contractual requirements defined above in an electronic procurement document that can be distributed on-line to potential respondents. Define the Goals of the follow-on RFP Release, Evaluation and Award project.

### 2.2 **PERIOD OF PERFORMANCE**



### 2.3 **COST**

This is a fixed-price consulting agreement. No out-of-pocket expenses are covered in this agreement. Payments will be made on approved invoices for work completed during the billing period.

### 2.4 **DELIVERABLE – ACCEPTABLE MEDIA**

All deliverables identified in the RFP and the final contract will be provided in both electronic and hard copy form. For the electronic versions of all deliverables, Maricopa standard is MS Word, MS Excel, MS PowerPoint, MS Project, MS Visio, and MS Access or SQL Server. For other deliverables, like Process Models, Use Case Models, Rules Models, Dependency Models, Pert/CPM Diagrams, Schematics, etc. you will need to list the Product used and the Methodology used to create the model. In the case where the technology tool is required to access the deliverable, include any costs for us to license the product and any licensing terms, conditions, and restrictions related to the product to be able to view and print, and copy if necessary. All deliverables required by the RFP and the final contract are the property of Maricopa County. We will retain ownership of the deliverable. For licensed tools, we will have the right to use the item under the terms of the licensing agreement tied to the product.

### 2.5 NON-DISCLOSURE

The County will require the contractor to sign the County's Non-Disclosure Statement outlining the use of, distribution of, and disposal of County records or other information gathered or presented under this RFP.

### 2.6 **CONTRACTOR STAFF** –

	Task 1 Project Organization	Task 2 Gather Baseline Client Requirements	Task 3 Finalize Client Requirements	Task 4 Prepare SW, HW, Vendor, Contractual & Admin Specs	Task 5 Prepare Evaluation Criteria	Task 6 (Optional) Conduct Pilot Project	Totals
Principal In-charge					-		
On-site Hours	0	0	0	0	0	0	0
Off-site Hours	2	2	3	2	2	2	13
GIS Project Manager							
On-site Hours	12	32	4	2	2	12	64
Off-site Hours	16	106	40	28	24	40	254
GIS Analyst							
On-site Hours	12	32	0	0	0		56
Off-site Hours	4	100	40	28	16	88	276
GIS Technician							
On-site Hours	0	17	0	0	0	5	22
Off-site Hours	0	80	16	12	16	88	212
GDACs Specialist							
On-site Hours	0	0		0	0		4
Off-site Hours	0	16	8	4	4	6	38
RFP Advisor							
On-site Hours	0	0	0	0	0	·	0
Off-site Hours	0	0	4	8	4	0	16
Aerial Photography Specialist							
On-site Hours	0	0		0	0	0	0
Off-site Hours	0	12	8	4	2	4	30
Total Hours	46	397	123	88	70	261	985

Any changes to the identified primary staff must be submitted in writing to the designated Maricopa County Project Manager. Maricopa County will reserve the right to interview and/or have final approval on any proposed changes to the staffing model (Above).

### 2.7 **FACILITIES**

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

### 2.8 **TAX**

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

### 2.9 **PAYMENT SCHEDULE**

A payment schedule will be formulated and determined based on final deliverables schedule.

Please See Attachment A – Pricing (Section 1.1 Pricing)

Payment will be based on the following schedule:

50% Payable upon completion of Task's 1-3 and Deliverable 1 (As defined in Sections 2.1.1-2.1.4)

50% Payable upon completion of Task's 4-5 and Deliverable 2 (As Defined in Sections 2.1.5 – 2.1.7)

### 2.10 CHANGE ORDER PROCESS

Any revision to the specified Scope of Work, Task, or Deliverable must me documented via a Formal Change Order Process.

The Maricopa County Project Manager is ultimately responsible for the overall management of the project scope, and therefore responsible for the final approval of all change requests. The RBF Consulting Project Manager will be responsible for sizing, pricing, and implementing approved Change Requests.

Prior to commencing work on this project, RBF Consulting is required to submit an applicable Change Order Request Form for approval by the Maricopa County Project Manager. The resulting form will serve as the only recognized means to alter/change the applicable Scope of Work (as designated in this contract).

### RBF CONSULTING, 16605 N. 28<sup>TH</sup> AVENUE SUITE 100, PHOENIX, AZ 85053

PRICING SHEET: S073710/NIGP 92018/ B0700184

Terms: NET 30

Vendor Number: W000002127 X

Telephone Number: 602/467-2200

Fax Number: 602/467-2201

Contact Person: Steve Ries

E-mail Address: sries@rbf.com

Company Web Site: <u>www.RBF.com</u>

Certificates of Insurance Required

Contract Period: To cover the period ending **June 30, 2007.**